

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

2007

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 10/9/07

KATRELL SMITH,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER TROY
LUIS, POLICE OFFICER JOHN DOE,

Defendants.

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

07 Civ. 5771 (AKH)

WHEREAS, plaintiff commenced this action by filing a complaint on or about June 18, 2007, alleging that certain of his federal and state rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff KATRELL SMITH the sum of FIFTEEN THOUSAND DOLLARS (\$15,000) in full satisfaction of all claims, including claims for costs, expenses, and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the named defendants, the City of New York and Troy Luis, with prejudice, and to release all defendants, including the defendant named

herein as "POLICE OFFICER JOHN DOE," and any present or former employees or agents of the City of New York, and the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or the New York City Police Department.

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6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
October 4, 2007

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By: 
Richard J. Cardinale, Esq.

By: 
Michael Chestnov
Assistant Corporation Counsel

SO ORDERED: 10-9-07


HON. ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE